

#### **Multiplicity Partners AG**

MWST Nr.: CHE-115.764.153

Bodmerstrasse 5 8002 Zürich Switzerland T +41 44 500 4550 F +41 44 500 4559 E info@mpag.com



To:

United States Bankruptcy Court Southern District of New York Attn: Lehman Brothers Holdings Inc. One Bowling Green New York, NY 100904-1408

LBHI Claim transfer

Date: 05.06.2018

To the Clerk of the Court,

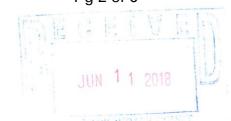
We kindly ask you to process the transfer of LBHI claims 57585, 57608 and 57609 from WARNCKE HANS HEIRS ("Seller") to Multiplicity Partners AG ("Purchaser").

Enclosed you find the original duly executed claim transfer agreement between Seller and Purchaser, EPIQ email confirmation as well as copies of the original claims filed from the claims register.

We thank you in advance for processing these.

With kind regards,

Andres Hefti Partner Roger Rueegg Partner



B 210A (Form 210A) (12/09)

#### UNITED STATES BANKRUPTCY COURT Southern District Of New York

In re: Lehman Brothers Holdings Inc.

Case No. 08-13555

#### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

#### Multiplicity Partners Ltd.

#### WARNCKE HANS HEIRS

Name of Transferee

Name and Address where notices to transferee should

be sent:

Bodmerstrasse 5 8002 Zurich Switzerland

Name of Transferor

Court Claim #:

57585

Amount of Claim Transferred: EUR 150,000.00 Date Claim Filed:

October 30, 2009

ISIN/CUSIP:

CH0027120820

Court Claim #:

57608

Amount of Claim Transferred: CHF 100,000.00 Date Claim Filed:

October 30, 2009

ISIN/CUSIP:

CH0027120663

Court Claim #:

57609

Amount of Claim Transferred: CHF 200,000.00

Date: JUNE 4

Date Claim Filed:

October 30, 2009

ISIN/CUSIP:

CH0036891148

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:

Transferee/Transferee's Agent

Name: Title:

Andres Hefti

Roger Rueegg

Partner

Partner

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Form 210B (12/09)

### UNITED STATES BANKRUPTCY COURT Southern District Of New York

In re: Lehman Brothers Holdings Inc.

Case No. 08-13555

#### NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

Claim No. was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on October 17, 2013.

WARNCKE HANS HEIRS, represented by Herr Fred Schulz Schlottenbüelstrasse 34 8625 Gossau Switzerland	Multiplicity Partners Ltd.
Name of Transferor	Name of Transferee
	Bodmerstrasse 5 8002 Zurich Switzerland
Date:	CLERK OF THE COURT

### AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

#### TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, WARNCKE HANS 1. HEIRS ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Multiplicity Partners Ltd. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest in, to the extent of the amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Numbers 57585, 57608 and 57609 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"),. For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings.
- Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on 2. or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that, with respect to the Transferred Claim, will give rise to any setoff, defense or counterclaim, or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (g) all amounts due and owing in respect of each Purchased Security have been declared due and payable in accordance with the terms of one or more agreements or instruments relating to any such Purchased Security.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing

- Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this day.

Multiplicity Partners Ltd.

WARNCKE HANS HEIRS, represented by

Herr Fred Schulz Schlottenbüelstrasse 34 8625 Gossau Switzerland

Name: Andres Hefti / Roger Rueegg

Title: Partner

Partner

Bodmerstrasse 5 8002 Zurich Switzerland

Clientis Zürcher Regionalbank

Genossenschaft Private Banking

Matthias Baumgartner 044 933 5412

## SCHEDULE 1

# Transferred Claims

## Purchased Claims

\$89,204.27 in Allowed Unsecured Amount of Proof of Claim Number No. 57608 relating to ISIN CH0027120663. \$178,408.54 in Allowed Unsecured Amount of Proof of Claim Number No. 57609 relating to ISIN CH0036891148. \$212,865.93 in Allowed Unsecured Amount of Proof of Claim Number No. 57585 relating to ISIN CH0027120820.

Lehman Programs Securities to which Transfer Relates

Court Claim #	ISIN	Issuer	Guarantor	Principal/
57585	CH0027120820	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 150,000.00
80925	CH0027120663	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	CHF 100,000.00
57609	CH0036891148	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	CHF 200.000.00

Schedule 1-1